

Regional Municipality
of Ottawa-Carleton
City of Ottawa
Ottawa (Ontario) K1P 5Z3

Municipalité régionale
d'Ottawa-Carleton
Ville d'Ottawa
Ottawa (Ontario) K1P 5Z3

Planning
Department

Service
de l'urbanisme

25 Sep 85

33.318

REPORT TO PLANNING COMMITTEE

UPDATE ON GRANNY FLAT DEMONSTRATION PROGRAM

Purpose

The purpose of this report is to inform Planning Committee and Council of the details of the implementation of the Granny Flat Demonstration Program and to obtain Council's authority to enter into the required Provincial/Municipal contracts.

Background

On August 8, 1984, Regional Council adopted a resolution requesting the senior levels of government to initiate a 'Granny Flat' Demonstration Program in Ottawa-Carleton. On September 7, 1984, the then Minister of Municipal Affairs and Housing committed the Ministry to a demonstration project comprising twelve units, four of which were allocated to Ottawa-Carleton. Four units have also been allocated to the City of Waterloo and four to the Municipality of Rayside-Balfour in the Region of Sudbury.

On January 9th, Planning Committee received an Information Report (attached as Annex A) indicating that negotiations had begun regarding the establishment of the 'Granny Flat' Demonstration Program and that a Project Management Committee had been established under the chairmanship of the Region's Housing, Co-ordinator to work out implementation details including, the nature and scope of the program, unit design and rental costs, selection of hosts, zoning and reviewing contractual and licencing arrangements.

The Work of the Project Management Committee

The Project Management Committee has had six meetings since its inception in the Fall of 1984. It consists of the following members:

- the Regional Housing Co-ordinator and technical assistant
- Provincial officials
- RMOH Homes for the Aged
- RMOH Property Service Department
- a representative from each municipality in which a unit is to be located or where a unit was previously planned to be located
- a representative from a senior citizen community group

Some of the items dealt with by the Committee include:

(i) Nature and Scope of the Program

The Provincial Government will make a four year commitment to the 'Granny Flat' Program. This commitment will be secured by way of agreements between the Province, the Region and the participating area municipality. During this period the Province will be responsible for all costs associated with the design, construction, placement, removal and installation of the units on site(s) including necessary hook-ups, most of the cost of ongoing maintenance and costs associated with program evaluation.

The Region's responsibility is to assist in the implementation of the demonstration program across the Region, to select applicants, maintain records and to manage the unit where no municipal non-profit housing corporation exists.

The area municipality's responsibility is to assist in the implementation as well by assisting applicants in obtaining the necessary zoning approvals and where non-profit housing corporations exist, have those corporations assume the management of the Granny Flats.

Details of these responsibilities are discussed at length below under "Agreements".

(ii) Unit Design, Construction and Rental Costs

Two prototype granny flat models will be available in Ottawa-Carleton. A larger unit of some 670 sq. ft. (28' x 24') which is wheelchair accessible and designed for a two person household, and a smaller unit of approximately 530 sq. ft. (22' x 24') which is not wheelchair accessible and is designed for one person. Two of each type of unit have been allocated to Ottawa-Carleton. A scale model of the proposed unit was shown to Council in March 1985.

The contract for the units to be built for Ottawa-Carleton has been awarded to Morewood Industries. Morewood will be responsible for construction, shipment, placement and installation of each unit on site. It is expected that two of the four units allocated to the Region will leave the shop floor and be on site during the last week in October. Currently, Morewood and Provincial staff are making site visits to the selected host households to determine specific installation requirements.

The units will be rented by way of a licence from the Province (see Annex B). The rental rates will range from approximately \$330/month in the rural areas to approximately \$340/month in the suburban areas. This rental rate was determined by using the average one bedroom rates as reported by CMHC in its bi-annual apartment vacancy survey. The 'CMHC' base was discounted to reflect the fact that parking and utilities are not provided in the basic rental rate.

(iii) Selection of Hosts

The selection of suitable host families was a difficult and time consuming process. Host families were chosen from a list of about 45-50 applicants who contacted the Region and asked to be put on our waiting list. Aside from periodic press and media status reports on the demonstration project, which generated significant interest, no formal advertisement or announcement soliciting applicants occurred as the Committee had only four units to allocate.

Applicants were considered on a first-come-first-served basis and selected to ensure that:

- they met Provincial age criteria and that the owner or spouse was a child of the proposed occupant
- they represented the different geographical parts of the Region, e.g. urban/suburban, rural village, rural large lot

- the number of occupants corresponded to the unit size available
- they received general support from adjacent neighbours.

Based on the above criteria, the following hosts were chosen:

- Chester & Della Koneczny - 27 Crystal Beach Drive, Nepean, allocated a one person unit for Mrs. Koneczny's mother, age 71, who was living in Kirkland Lake.
- Mrs. Carol Richardson - Village of Vars, Township of Cumberland, allocated a one person unit for mother, age 76, who was no longer able to maintain her own house in Vars.
- Mrs. Jeannine Labrecque - on River Road, outside Village of Kars, Township of Rideau, allocated a two person unit for her parents, age 86 and 76, who previously lived in Cornwall and who are currently living with her in a small two bedroom cottage on the Rideau.
- Mr. and Mrs. Hubenig - 31 Red Maple Crescent, Blackburn Hamlet, City of Gloucester, allocated a two person unit for parents, age 68 and 71, who are currently living in St. Lambert, Quebec. Mr. Lacroix has recently been confined to a wheelchair.

During the selection process two other hosts were allocated units that were not taken up. In one case, a unit was allocated to a couple outside the Village of Metcalfe in the Township of Osgoode. Unfortunately, the intended occupant of the Granny Flat died suddenly. In the second case a unit was allocated to a suburban couple, who ultimately withdrew their application because of neighbourhood opposition.

In all the Housing Co-ordinator, his assistant and staff from the area municipalities were involved in some 28 detailed site inspections, 13 interviews and participated in four neighbourhood tea parties.

(iv) Future Applicants

In the event that one of the four existing granny flat units becomes available or additional units are made available, it is necessary to maintain an ongoing waiting list and determine a priority ranking for new and existing applicants. At the last Project Management Committee meeting it was decided that all applicants will be prioritized as of date of application and units will be allocated on the basis of a first-come-first-served principle as long as the unit size corresponds with household requirements. In order to implement this process, all active applicants will be contacted to see if they are interested in being on the waiting list. If interested they will be given priority over any new applicants which may arise.

(v) Zoning

The municipalities of Nepean, Cumberland and Gloucester have chosen to use the temporary use provisions (Section 38) of the Planning Act to authorize the use of 'a granny flat' as a permitted use for renewable periods of up to three years. In the case of Nepean their temporary use by-law came into effect as of the middle of August while Cumberland's came into effect early in August. This means that the 'Granny Flat' will be permitted as a temporary use until August 1988, at which time area municipal Councils will have to consider extensions to the by-laws if the units are still required. It is hoped that if the Granny Flat Program is proven successful that municipalities will adopt comprehensive 'granny flat' amendments to their local zoning by-laws so that use of Section 38 will no longer be required.

The Township of Rideau will likely go the Committee of Adjustment route and use the 'temporary use' minor variance, Section 44(9). The result of this process is the same as using Section 38 but the process is a bit faster. Of further interest it should also be noted that the Rideau Township applicant's property lies within the 100 year flood plain. Consequently, approval of the Rideau Valley Conservation Authority was required. This approval was forthcoming on September 12th, subject to the floor of the Granny Flat being raised above the 100 year flood level. This means that the floor should be about two feet off the ground which poses no problem as the unit was to sit on concrete piles or pressure treated lumber in any event.

(vi) Contractual Agreements

There are three types of contractual agreements that will be used in this area to implement the Granny Flat Program.

The first is a licencing agreement between the Province and the host household which licences the host household to use the Granny Flat only for the purpose of housing an elderly parent or parents and sets out the conditions and time frame for removing a unit. This agreement does not affect the Regional Corporation.

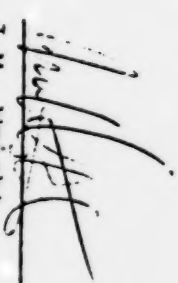
The second type of agreement is a contractual arrangement outlining the responsibilities of the various levels of government. There are two formats of essentially the same agreement. The first format, attached as Annex C, is between the Province, the Region, the area municipality and the area municipality's non-profit corporation. Under this agreement ongoing management of the 'Granny Flat' unit is to be the responsibility of the area municipality's non-profit corporation. Where there is no municipal non-profit housing corporation, such as in the Cities of Nepean and Gloucester, the Region's Property Services Branch will assume the ongoing management responsibility. Accordingly, this arrangement is covered by way of a contractual agreement between the Province, the Region and the area municipality (a copy of this agreement is attached as Annex D).

These agreements have been reviewed by the Region's Legal Department. The Department agrees they protect the Region's interests. The Region's Director of Property Services has also reviewed the proposed agreements and indicate that the Property Services Department is prepared to manage the units and that the minor costs involved with repairs of less than \$100 can be accommodated in the Department's Property Maintenance Amount. All other costs will be passed through directly to the Province so that there will be no need for the Region to provide for a special account in its 1986 budget.

Recommendation

Based on the above, it is recommended that:

Council authorize the Regional Chairman and the Regional Clerk to enter into the contractual agreements with the Province, Area Municipalities and municipal non-profit corporations using agreements substantially in the form of those in Annex C and D.



J.M. Wright
Planning Commissioner

Attachments

Regional Municipality
of Ottawa-Carleton
100 Queen St. E.
Ottawa, Ontario K1P 5G7

Municipalité régionale
d'Ottawa-Carleton
100, rue de la Reine
Ottawa (Ontario) K1P 5G7

ANNEX A

Planning
Department

Service
de l'urbanisme

09 Jan 85

File: 33.318

REPORT TO PLANNING COMMITTEE

Re: PROPOSED GRANNY FLAT DEMONSTRATION PROGRAM

BACKGROUND

On 08 Aug Regional Council adopted a resolution requesting the senior levels of government initiate a "granny flat" demonstration program in Ottawa-Carleton. Council also adopted a recommendation directing the Regional Housing Co-ordinator to negotiate the details of the demonstration program and to report back to Planning Committee on the scope and implications of establishing the demonstration program in the region.

The purpose of this report is to inform Planning Committee of the details of the demonstration program in so far as the details have been developed and negotiated to date.

Senior Government Participation

The Region has been successful in getting a positive commitment from the Ontario Ministry of Municipal Affairs and Housing for a four unit demonstration program in Ottawa-Carleton. This commitment was made by the Minister of Municipal Affairs and Housing in a letter to the Regional Clerk dated 07 Sept 84. (A copy of this letter has been attached as Annex 'A'.

Similarly an early commitment was also forthcoming from Canada Mortgage and Housing by way of a letter from the President of CMHC dated 10 Sept 84 (attached as Annex 'B'). This commitment which was to be a joint CMHC, Canadian Manufacturers Homes Association effort was subsequently deferred by CMHC as a result of research cutbacks announced by the new federal government in November. Discussions are currently underway with CMHC Officials with a view to reinstating the demonstration project.

The Provincial Initiative

The provincial government's demonstration program involves a total of twelve units, four of which have been earmarked for Ottawa-Carleton. Four units have been allocated to the City of Waterloo and four to the municipality of Rayside-Balfour in the Region of Sudbury.

The Provincial Government has also coined a new acronym for granny flats, "PLUS" which stands for "portable living units for seniors".

The Provincial governments demonstration program has three major components. These components are:

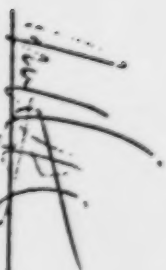
- the demonstration of a innovative market housing option for seniors

These agreements have been reviewed by the Region's Legal Department. The Department agrees they protect the Region's interests. The Region's Director of Property Services has also reviewed the proposed agreements and indicate that the Property Services Department is prepared to manage the units and that the minor costs involved with repairs of less than \$100 can be accommodated in the Department's Property Maintenance Amount. All other costs will be passed through directly to the Province so that there will be no need for the Region to provide for a special account in its 1986 budget.

Recommendation

Based on the above, it is recommended that:

Council authorize the Regional Chairman and the Regional Clerk to enter into the contractual agreements with the Province, Area Municipalities and municipal non-profit corporations using agreements substantially in the form of those in Annex C and D.



J.M. Wright
Planning Commissioner

Attachments

- the evaluation of the demonstration and its delivery and
- research into the impacts and potential of such an option.

The Region will be actively involved in the first two components of the demonstration and only marginally involved in the last component.

Following are some of the major guidelines of the demonstration program as far as they have been developed and negotiated to date.

- The provincial government will make a 3 year commitment to the granny flat demonstration program - an 18 month study period followed by an 18 month transition period, during which time the results of the demonstration and the recommendations will be considered. During this three year period the Province will cover all costs associated with the design, construction, placement, maintenance of the units as well as all costs associated with the program evaluation.
- The granny flat demonstration units will be made available according to Provincial government design guidelines (which are currently being developed by architects through a Ministry proposal call) and will likely be available for occupancy late spring/early summer 1985.
- Though ownership of the units will be vested with the Province at least during the demonstration program, the Region will be responsible for the allocation of the units within the Region and ultimately the management of the units themselves. It is likely that a dual approach to management will evolve with area municipalities with existing municipal non-profit corporations being offered the opportunity to manage the unit(s) in those municipalities with non-profit corporations and the Region's Property Service Department managing units where no municipal non-profit corporation exists.
- Host families will likely be chosen from a list of 25-30 potential candidates who have already contacted the Planning Department as a result of press coverage on the granny flat program. Host families will be chosen to reflect a number of different geographical locations in the region (e.g. urban, suburban, and rural). This means that selection will not be based on a "first come, first served basis" but on consideration of several criteria. Decisions on the host families and participating municipalities will be made by a "working committee" on the basis of several criteria including the ability of the senior(s) to live independently, lot suitability, compatibility between hosts and seniors, zoning, ability to afford the market prices etc. The working committee will comprise the following:
 - a provincial government official from the Conservation Unit of the Ministry of Municipal Affairs and Housing
 - the Regional Housing Co-ordinator
 - a representative from the RMOC Homes for the Aged

- a representative from the RMOC Property Service Department
- a representative from each area municipality in which a unit is to be located
- a representative from a senior citizen community group.

The decisions of this group will be guided by the province's formal guidelines, but will permit some flexibility where necessary.

The above is for the information of Planning Committee. Further information reports will be forwarded to the Planning Committee as implementation details are known.



J.M. Wright
Planning Commissioner



Office of the
Minister

Ministry of
Municipal Affairs
and Housing



777 Bay Street
Toronto, Ontario
M5G 2E5
416/585 700x

September 7, 1984

Mr. W. H. Brunette
Regional Clerk
Regional Municipality of Ottawa-Carleton
222 Queen Street
Ottawa, Ontario
K1P 5Z3

File 333

Dear

Thank you for your letter of August 13th, 1984, regarding Regional Council's support of a resolution to establish a "Granny Flat" demonstration project.

Members of my staff attended the very successful seminar held by your Housing Coordinator in June, and have since been in regular communication with him. A demonstration project has been designed and many of his suggestions have been incorporated. It is a phased project beginning immediately with a design component. By Christmas, it should be possible to begin construction of eight units, four of which are schedule for allocation in the Ottawa-Carleton Region.

Many details of the project still remain to be ironed out, but members of the Housing Renovation and Energy Conservation unit will meet with Mr. Dave Kardish in early September to discuss the project and its implementation in Ottawa-Carleton Region.

The "Granny Flats" demonstration project has emerged from our strong concern for the future needs of the elderly in our community; and from our commitment to more efficient utilization of the existing housing stock and related infrastructure. In this regard, we are also sponsoring a series of workshops in the fall, entitled "Seniors Housing Options in the Existing Housing Stock". Mr. Kardish will be informed of these workshops in due course and invited to participate.

Mr. W. H. Brunette

Thank you for your support of our demonstration.
I look forward to successful results.

Yours sincerely,

ORIGINAL SIGNED BY
CLAUDE F. BENNETT

Claude F. Bennett
Minister
M.P.P., Ottawa South

c.c. Mr. J. M. Wright, Planning Commissioner ✓

*Canada Mortgage and Housing Corporation
Deschamps, Ministère de l'habitation et du logement
OTTAWA, CANADA K1A 0P2*

Annex B To ANNEX A
*(Type of the document)
Document du Document*

September 10, 1984

File 33 315

Mr. William H. Brunette
Regional Clerk
Regional Municipality of
Ottawa-Carleton
222 Queen Street
Ottawa, Ontario
K1P 5Z3

Dear Mr. Brunette:



Your letter of August 13, 1984, addressed to the Honourable Charles Lapointe, concerning a granny flat demonstration project in Ottawa-Carleton has been passed to me for reply.

As you are no doubt aware, Canada Mortgage and Housing Corporation has been working with Dr. Lazarowicz of the University of Waterloo in assessing the opportunities for adopting the Australian approach to granny flats here in Canada. The positive responses received from potential consumers, host families, regulators and industry have encouraged the Corporation, together with the Canadian Manufactured Housing Institute, to sponsor a series of demonstrations of granny flats across the country using small manufactured units. There could be many advantages in co-ordinating this project with the proposed Ottawa-Carleton initiative, including the possibility of evaluating alternative ways of delivering and building this type of unit.

A meeting has been scheduled for September 13th between representatives of your Regional Planning Department, the Ontario Ministry of Municipal Affairs and Housing, and CMHC to explore areas of potential co-operation. I trust that a satisfactory agreement will be reached in this regard and I look forward to a successful demonstration of this promising approach to accommodation for elderly Canadians.

Yours sincerely,



Robert C. Montreuil,
President.

THIS LICENCE made the day of 19
B E T W E E N:

HER MAJESTY THE QUEEN in Right of
the Province of Ontario as
represented by the Minister of
Municipal Affairs and Housing

(herein called the "Minister")

OF THE FIRST PART

- and -

(herein called the "Owner")

OF THE SECOND PART

WHEREAS:

1. The Owner owns the lands (herein called the "land") described in Schedule "A" hereto;
2. The Minister owns the portable living unit (herein called the "PLUS Unit") described in Schedule "B" hereto;
3. The Owner wishes to have the PLUS Unit installed on the land for occupation for residential purposes by the individual or individuals (herein called the "Occupant") listed in Schedule "C" hereto;

NOW THEREFORE in consideration of the premises and covenants as hereinafter contained, the Minister and the Owner covenant and agree as follows:

1. Licence:

- 1.01 The Owner on the conditions set forth herein grants to the Minister a Licence:
- a) to install and keep the PLUS Unit on the land in a location agreed to by both parties and to make the necessary sewer, water and electrical connections and telephone and cable TV interconnections;
 - b) to maintain and repair the PLUS Unit located on the land;
 - c) to remove the PLUS Unit from the land when required by and in accordance with the terms of this Agreement;
 - d) for the Minister, his employees, servants and agents to enter on the land at all reasonable times for those purposes permitted by this licence;

e) for the Minister, his employees, servants, agents and members of the news media to enter on the land at a time to be set by the Minister, in his sole discretion, for a formal opening of the PLUS Unit.

1.02 The Owner and the Minister mutually agree that the PLUS Unit located on the land is specifically excluded pursuant to Section 15(1) of the Conveyancing and Law of Property Act, R.S.O. 1980, c. 90, from any conveyance of the land and is not a fixture to the land.

2. Term:

2.01 The term of this Licence shall be for a period of three year(s) commencing on the 18th day of June, 1985 and ending on the 17th day of June 1988.

3. Fee

3.01 The Owner covenants to pay to the Minister a monthly fee for the use of the PLUS Unit in lawful money of Canada without deduction or set-off, of Three Hundred and Thirty Dollars to be paid in advance at such place as the Minister may designate from time to time.

The owner shall pay in addition, a pro-rated amount based on the rent in advance to cover the broken period prior to the commencement of this licence from the day of 19 , to the day of 19 .

4. Other Payments

4.01 The Owner covenants to pay:

- a) all taxes and rates, whether municipal, parliamentary or otherwise, levied against the Owner on account of the land or the PLUS Unit located thereon;
- b) to pay all charges as they become due for public or private utilities used in or in respect of the PLUS Unit.

5. Use

5.01 The Owner shall use the PLUS Unit only as residential accommodation for the Occupant and for no other purpose whatsoever, without the prior written consent of the Minister.

6. Repair and Cleanliness

6.01 The Minister shall maintain the PLUS Unit in a good state of repair. The Minister shall not be held responsible for damages or personal discomfort resulting either from a breakdown of the electrical, mechanical or heating system or from any other matter which the Minister in exercising reasonable diligence, could not have known about or expected, or the cause of which is outside the Minister's control.

- 6.02 The Owner will notify the Minister immediately of any accident to or defect in the electrical, heating or mechanical system or any other systems or part of the PLUS Unit.
- 6.03 The Owner will permit the Minister to enter the PLUS Unit on twenty-four hours written notice, or if any emergency situation exists without notice, for the purpose of inspecting the PLUS Unit and making necessary repairs to the PLUS Unit and the Owner shall not be entitled to compensation for any inconvenience or nuisance or discomfort occasioned thereby.
- 6.04 If the PLUS Unit or any part thereof is damaged or destroyed through the negligence, carelessness or misuse of the Owner, its servants, agents, employees, the Occupant or anyone permitted on the premises by any of them, the Owner will pay to the Minister promptly upon demand the expense of any necessary repairs, replacements or alterations.
- 6.05 The Owner shall provide competent janitorial and cleaning services and keep and maintain the PLUS Unit in a neat, clean, sanitary and attractive condition.
- 6.06 The Owner shall maintain the sidewalks, steps and parking areas servicing the PLUS Unit and the landscaping in good repair and clean condition.
- 6.07 The Owner shall effect the prompt removal of snow and ice from the sidewalks, steps and parking areas serving the PLUS Unit.
7. Alterations, Additions, Improvements, etc.
- 7.01 The Owner shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any fixtures or decorations to the PLUS Unit without the prior written consent of the Minister. The Owner will supply to the Minister the plans of any proposed alterations, additions, improvements or installations upon request.
- 7.02 Any alterations, additions, decorations or improvements made to the PLUS Unit by the Owner shall become and remain the property of the Minister upon termination of this Licence or any renewal thereof, provided that the Owner shall, if requested by the Minister, remove all alterations, decorations, additions and improvements and restore the PLUS Unit to the condition it was in at the commencement of this Licence before any alterations, additions, decorations or improvements were made or pay to the Minister the cost of such removal and restoration.

7.03 The Owner may, with the written consent of the Minister, at any time during the term of this Licence remove any fixture installed by the Owner in the PLUS Unit and the Owner will compensate the Minister for any damage caused to the PLUS Unit by such removal.

7.04 The Owner shall not suffer or permit any construction lien or other liens for work, labour, services or materials ordered by him or the cost of which he may be in any way obligated to attach to the PLUS Unit, the equipment located therein and that whenever and so often as such lien shall attach or claim shall be filed, the Owner shall within ten (10) days after the Owner has notice of the claim or lien have it vacated or procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

8. Insurance and Indemnity

8.01 The Owner shall maintain in full force and effect during the term of this Licence:

- a) public liability and property damage insurance in the amount of Five Hundred Thousand (\$500,000.00) Dollars; and
- b) a fire and extended coverages policy on the PLUS Unit in the amount of Thirty Thousand (30,000.00) Dollars, subject to a replacement cost endorsement with the loss payable to the Minister.

All policies will name the Owner and the Minister as additional insured and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Minister fifteen (15) days prior written notice. The Owner will deliver to the Minister certificates of insurance. The Owner may deduct the cost of the fire and extended coverages policy from the fee.

8.02 The Owner shall indemnify and save harmless the Minister from and against any and all claims including without limiting the generality of the foregoing, all claims for bodily injury or property damage arising from or out of or incidental to any occurrence in, upon or at the PLUS Unit or the Owner's use or occupation of the PLUS Unit, the use or occupation of the Occupant of the PLUS Unit or the conduct of any work or by or to any act or omission of the Owner and the Occupant, or any agent, contractor, servant, employee, invitee or licensee of the Owner

or the Occupant, and against and from all costs, counsel fees, expense and liabilities incurred in or about any such claim or action or proceeding brought thereon.

8.03 The Minister shall require any contractor with whom the Minister enters into an agreement for the installation of the PLUS Unit to carry public liability and property damage insurance and remedy any damages to the land and the Owner's premises caused during such work by the contractor.

9. Damage, etc.

9.01 The Owner shall not do or suffer any damage, disfiguration or injury to the PLUS Unit or the fixtures and equipment thereon or permit any overloading of the floors.

9.02 The Owner shall not keep or permit to be kept any flammable liquids or materials within, or adjacent to the PLUS Unit, except for small quantities in proper containers of items required for normal household use or allow any activity or permit any condition to exist in the PLUS Unit that will create a fire hazard.

10. Keys

10.01 The Owner shall be furnished with two (2) keys to the PLUS Unit and shall return to the Minister all keys to the PLUS Unit when it is removed from the land.

10.02 The Owner shall not alter or cause to be altered the locking system on any door giving entry to the PLUS Unit without the prior written consent of the Minister. If the locking system is altered upon receipt of such consent, the Owner will provide the Minister with a set of keys to the altered locking system.

11. Assignment, Delegation, etc.

11.01 The Owner shall not assign this licence and any attempt to assign this licence will be of no force or effect.

11.02 The Minister may assign the administration of sections 3.01, 6.01, 6.02 and 6.03 of this agreement to such entity as he may deem appropriate from time to time. Notice of such assignment will be given in writing to the Owner by the Minister.

12. Termination

12.01 In any of the following events, the Minister shall have the right to terminate this licence by notice to the Owner:

- a) if the Owner defaults in performing and observing any of the terms of this licence and if such default is not remedied within ten days after

DATED 19

HER MAJESTY THE QUEEN in right of the Province of Ontario as represented by the Minister of Municipal Affairs and Housing

- and -

Ms. C. F. Richardson
Box 51
Vars, Ontario
K0A 3H0

L I C E N C E

Housing Conservation Unit
Ministry of Municipal Affairs
and Housing
2nd Floor, 777 Bay Street
Toronto, Ontario
M5G 2E5

notice thereof is given by the Minister to the Owner;

- b) If the PLUS Unit is damaged or destroyed by fire or other casualties;
 - c) if the land is sold, leased, or otherwise disposed of or alienated;
 - d) if the Occupant vacates the PLUS Unit for any reason.
 - e) if the by-law of the Municipality in which the Owner's lands are located which permits the installation of the PLUS Unit expires.
- 12.02 The Owner shall have the right to terminate this Licence at any time upon giving at least ninety (90) days written notice to the Minister, and shall be specified to be effective on the last day of a month of the licence.

13. Remedies

13.01 The Minister may upon termination of this Licence, whether by effluxion of time or otherwise, enter on the Land, remove the PLUS Unit and restore the Land to the condition in which it was prior to the installation of the PLUS Unit in so far as it is reasonably practicable to do so.

13.02 If the Minister is unable to remove the PLUS Unit pursuant to Section 13.01 within 90 days. of the termination of this Licence because of any statute, rule of law or action taken by the owner or any other person the Minister may, in his sole discretion, require the Owner to pay to the Minister Seventy-five Thousand (\$75,000.00) Dollars for the PLUS Unit.

14. Survival of Obligations

14.01 All obligations of the Owner accruing hereunder during the term of this Licence and all indemnities by the Owner hereunder shall survive the termination of this Licence.

15. Registration

15.01 The Minister may, at this option, register this Licence or a Notice of this Licence in the Land Registry Division or Land Titles Division of the appropriate Land Registry Office and the Owner will cooperate with the Minister to facilitate the registration.

16. Research

16.01 The Owner shall take part in any research and answer any surveys carried on by the Minister in relation to the PLUS Program.

17. Notice

17.01 Any notice required to be given by this Licence shall be given in writing and shall be sufficiently given if served personally or sent by registered

mail, postage prepaid, addressed to the Minister:

Ministry Municipal Affairs and Housing
2nd Floor
777 Bay Street
Toronto, Ontario
M5G 2E5

to the Owner:

or to such other address as each may designate
in writing and any notice so mailed shall be deemed
to have been given four (4) business days after
mailing.

18. Binding Effect

18.01 All the covenants, agreements, terms, conditions,
provisions and undertakings of this Licence shall
extend to and be binding upon the legal representative
and successors of the parties hereto as if they
were in every case named and described and all
covenants herein contained shall be construed to
be joint and several.

19. Headings

19.01 The headings in this Licence are inserted only
for reference and in no way define or limit any
of the provisions thereof.

IN WITNESS WHEREOF the parties hereto have executed this
Agreement.

HER MAJESTY THE QUEEN in right
of the Province of Ontario as
represented by the Minister of
Municipal Affairs and Housing

SCHEDULE "A" (TO ANNEX B)

Address:

Lot Number:

Registered Plan Number:

SCHEDULE "R" (to Annex B)

PORTABLE LIVING UNITS FOR SENIORS

SIZE	NUMBER OF BEDROOMS
49.1 square metres (528 square feet)	1

SCHEDULE "C" (to Annex B)

FULL NAME OF
EACH OCCUPANT

RELATIONSHIP
TO OWNER

AGE/DISABILITY

HER MAJESTY THE QUEEN in right
of the Province of Ontario as
represented by the Minister of
Municipal Affairs and Housing

- and -

Ms. C. F. Richardson
Box 51
Vars, Ontario
K0A 3H0

L I C E N C E

Housing Conservation Unit
Ministry of Municipal Affairs
and Housing
2nd Floor, 777 Bay Street
Toronto, Ontario
M5G 2E5

DATED - 19

THIS AGREEMENT made the 11th day of October, 1985
B E T W E E N:

HER MAJESTY THE QUEEN in right of the Province of
Ontario as represented by the Minister of Housing
(herein called the "Minister")

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON
(herein called "Ottawa-Carleton")

OF THE SECOND PART

- and -

THE CORPORATION OF THE TOWNSHIP OF CUMBERLAND
(herein called "Cumberland")

OF THE THIRD PART

- and -

CUMBERLAND NON-PROFIT HOUSING CORPORATION
(herein called "Cumberland Non-Profit")

OF THE FOURTH PART

WHEREAS:

The parties hereto have agreed to develop a demonstration project pursuant to which portable living units will be provided to the owners of land located in the Regional Municipality of Ottawa-Carleton for occupancy by parents or parents-in-law of the landowners;

NOW THEREFORE in consideration of the premises and covenants as hereafter contained the parties agree as follows:

1. Definitions

1.01 Whenever in this Agreement the following words or phrases are used they shall have attributed to them the following meaning:

- a) "Committee" means the local working committee constituted pursuant to Section 6.01 of this Agreement;
- b) "PLUS Unit" means a portable housing unit consisting of approximately six hundred (600) square feet of residential space and containing a combined living-dining room, bedroom, bathroom and kitchen;

- c) "Licence" means a licence between the Minister and the Owner providing for the installation of a PLUS Unit on the Owner's land;
- d) "Occupant" means the parent, parents, parent-in-law or parents-in-law of the Owner permitted occupancy of the PLUS Unit pursuant to a Licence;
- e) "Owner" means the owner of land with whom the Minister has entered into a Licence.

2. Minister's Obligations

2.01 The Minister:

- a) shall cause to be built one (1) PLUS Unit;
- b) shall enter into a licence with the owner selected by the Committee, such licence to be on the terms and conditions set out in Schedule "A" and to be registered against the Owner's land;
- c) shall cause to be installed the PLUS Unit on the Owner's land and shall cause it to be connected to municipal services;
- d) shall require any contractor with whom the Minister enters into an agreement for the installation of a PLUS Unit to carry public liability and property damage insurance and remedy any damages caused during such work by the contractor to the lands and premises of Ottawa-Carleton and Cumberland;
- e) will terminate the licence and make all reasonable efforts to remove the PLUS Unit from the Owner's land if the by-law of the municipality which permits the installation of that PLUS Unit expires.

2.02 If:

- a) the Minister has terminated a licence pursuant to Section 2.01 e);
 - b) the Minister has not been able to remove the PLUS Unit within 180 days of terminating the said Licence;
 - c) Cumberland undertakes the removal of the PLUS Unit from the Owner's land; and
 - d) Cumberland then returns the PLUS Unit to the Minister in good and substantial repair;
- the Minister will pay to Cumberland the amount of all reasonable cost incurred by Cumberland in such removal.

2.03 If:

- a) any single item of repair or maintenance done by the Cumberland Non-Profit pursuant to Section 5.01 b) or c) costs more than One Hundred (\$100.00) Dollars;
- b) the Cumberland Non-Profit at the request of the Minister removes the PLUS Unit from the Owner's land, stores the PLUS Unit for the Minister and restores the

Owner's land pursuant to Section 5.01 d)

The Minister will pay to the Cumberland Non-Profit the cost incurred by it in making such repairs, doing such maintenance, removing and storing the PLUS Unit and restoring the Owner's land.

3. Ottawa-Carleton's Obligations

3.01 Ottawa-Carleton shall:

- a) assist, identify and provide to the Committee a list of applicants for PLUS Units who have completed an application in the form attached as Schedule "B" within 120 days of the execution of this Agreement;
- b) maintain those records and statistics required by the Minister from time to time;
- c) to provide to the Minister such records, statistics and information concerning applicants as the Minister may request from time to time;
- d) permit the Minister to inspect and audit all books, documents and records pertaining to the operation, evaluation or administration of the Portable Living Units for Seniors (PLUS) Project;
- e) retain in its possession for not less than seven (7) years all books, documents and records pertaining to the operation, evaluation or administration of the Portable Living Units for Seniors (PLUS) Project.

4. Cumberland's Obligations

4.01 Cumberland shall:

- a) ascertain whether the land of an applicant which is located in Cumberland is zoned to permit location of a PLUS Unit on the land and the occupancy of such PLUS Unit by a qualified occupant;
- b) assist such applicants in obtaining any zoning changes necessary to permit location of a PLUS Unit on their land and the occupancy of such PLUS Units by qualified occupants.

5. Obligation's of Cumberland Non-Profit

5.01. Cumberland Non-Profit shall:

- a) for the PLUS Unit located on land in Cumberland:
 - (1) collect, on the 1st day of each and every month from each Owner the monthly fee for that PLUS Unit pursuant to Section 3.01 of the Owner's Licence with the Minister;
 - (11) remit the fees collected each month to the Minister by the 15th of that month.
- b) maintain each PLUS Unit located on land in Cumberland

and any lateral connections from the PLUS Unit to municipal services which would normally be the responsibility of the landowner in a good state of repair;

c) repair each such PLUS Unit and the said lateral connections on written notice from the Minister;

d) if a licence has been terminated and the Minister so requests:

(i) remove the PLUS Unit from the Owner's land;

(ii) store the PLUS Unit for the Minister;

(iii) restore the Owner's land as far as practicable to the same condition in which it was found prior to the installation of the PLUS Unit.

e) indemnify and save harmless the Minister from and against any and all claims, damages, actions or proceedings and all costs, counsel fees, expenses and liabilities incurred in or about any such claim, action or proceeding, including, without limiting the generality of the foregoing, all claims for bodily injury or property damage arising from or out of Cumberland Non-Profit's maintenance or repair, failure to maintain or repair, or its conduct in any work with regard to any PLUS Unit in Cumberland or all or any act or omission of Cumberland Non-Profit, its agents, contractors, servants and employees.

6. Committee

6.01 The parties shall establish a Committee which shall be composed of members who are representatives of and who are appointed by the following:

a) the Minister;

b) Ottawa-Carleton;

c) Cumberland

d) such other members as the Minister and Ottawa-Carleton may agree upon from time to time.

6.02 The Committee shall select from the applicants the Owner.

6.03 The Committee in selecting the Owner shall ensure that each Owner selected meets the following criteria:

a) the Owner or his spouse is a child of the Occupant;

b) the Occupant is disabled or sixty (60) years of age or over;

c) the applicant and Occupant do not at the date of the licence owe any money to Ontario Housing Corporation.

6.04 The Committee shall:

a) keep written minutes of its proceedings;

b) keep an accurate record of all submissions to it concerning the applicant or the Occupant;

- c) enact the rules to govern its meetings at the first meeting;
- d) provide to the Minister any reports, documents or records requested by him;
- e) permit the Minister to inspect and audit all books, documents and records pertaining to the operation, evaluation or administration of the Portable Living Units for Seniors (PLUS) Project.
- f) retain in its possession for not less than seven (7) years all books, documents and records pertaining to the operation, evaluation or administration of the Portable Living Units for Seniors (PLUS) Project.

7. Term

- 7.01 The term of this Agreement shall be four (4) years commencing on the 11th day of October, 1985 and ending on the 10th day of October, 1989.
- 7.02 All obligations of Ottawa-Carleton or the Committee to permit audits and retain books, records or documents and all indemnities by Ottawa-Carleton shall survive the termination of this Agreement.

8. Notice

- 8.01 Any notice required to be given by this Agreement shall be given in writing and shall be sufficiently given if served personally or sent by registered mail, postage prepaid, addressed to the Minister:

Manager, Housing Conservation Unit
Ministry of Housing
777 Bay Street, 2nd floor
Toronto, Ontario
M5G 2E5

to Ottawa-Carleton:

Regional Clerk
Regional Municipality of Ottawa-Carleton
222 Queen Street
Ottawa, Ontario
K1P 5Z3

to Cumberland:

Manager, Township of Cumberland
Box 15, R.R. #3
Navan, Ontario
K4B 1J1

to Cumberland Non-Profit:

Chairman, Non-Profit Housing Corporation
Township of Cumberland
Box 15, R. R. #3
Navan, Ontario
K4B 1J1

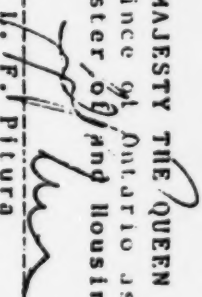
- 6 -
or to such other address as each may designate in writing and any
notice so mailed shall be deemed to have been given four (4)
business days after mailing.

9. Headings

9.01 The headings in this Agreement are inserted only for
reference and in no way define or limit any of the
provisions thereof.

IN WITNESS WHEREOF the parties hereto have executed this
Agreement.

HER MAJESTY THE QUEEN in right of the
Province of Ontario as represented by the
Minister of ~~and~~ Housing

Per: 
H. F. Pitura
Assistant Deputy Minister
Community Housing

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

Per: _____
Regional Chairman

Clerk _____

THE CORPORATION OF THE TOWNSHIP OF CUMBERLAND

Per: _____
Mayor

Clerk _____

CUMBERLAND NON-PROFIT HOUSING CORPORATION

Per: _____
Chairman

THIS AGREEMENT made the 11th day of October, 1985
B E T W E E N:

HER MAJESTY THE QUEEN in right of the Province of
Ontario as represented by the Minister of Housing
(herein called the "Minister")

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON
(herein called "Ottawa-Carleton")

OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF NEPEAN
(herein called "Nepean")

OF THE THIRD PART

WHEREAS:

The parties hereto have agreed to develop a demonstration project pursuant to which portable living units will be provided to the owners of land located in the Regional Municipality of Ottawa-Carleton for occupancy by parents or parents-in-law of the landowners;

NOW THEREFORE in consideration of the premises and covenants as hereafter contained the parties agree as follows:

1. Definitions

1.01 Whenever in this Agreement the following words or phrases are used they shall have attributed to them the following meaning:

- a) "Committee" means the local working committee constituted pursuant to Section 5.01 of this Agreement;
- b) "PLUS Unit" means a portable housing unit consisting of approximately six hundred (600) square feet of residential space and containing a combined living-dining room, bedroom, bathroom and kitchen;
- c) "Licence" means a licence between the Minister and the Owner providing for the installation of a PLUS Unit on the Owner's land;

- d) "Occupant" means the parent, parents, parent-in-law or parents-in-law of the Owner permitted occupancy of the PLUS Unit pursuant to a licence;
- e) "Owner" means the owner of land with whom the Minister has entered into a licence.

2. Minister's Obligations

2.01 The Minister:

- a) shall cause to be built one (1) PLUS Unit;
- b) shall enter into a licence with the owners selected by the Committee, such licence to be on the terms and conditions set out in Schedule "A" and to be registered against the Owner's land;
- c) shall cause to be installed the PLUS Unit on the Owner's land and shall cause it to be connected to municipal services;
- d) shall require any contractor with whom the Minister enters into an agreement for the installation of a PLUS Unit to carry public liability and property damage insurance and remedy any damages caused during such work by the contractor to the lands and premises of Ottawa-Carleton and Nepean;
- e) will terminate the licence and make all reasonable efforts to remove the PLUS Unit from the Owner's land if the by-law of the municipality which permits the installation of that PLUS Unit expires.

2.02 If:

- a) the Minister has terminated a licence pursuant to Section 2.01 e);
 - b) the Minister has not been able to remove the PLUS Unit within 180 days of terminating the said licence;
 - c) Nepean undertakes the removal of the PLUS Unit from the Owner's land; and
 - d) Nepean then returns the PLUS Unit to the Minister in good and substantial repair;
- the Minister will pay to Nepean the amount of all reasonable cost incurred by Nepean in such removal.

2.03 If:

- a) any single item of repair or maintenance done by Ottawa-Carleton pursuant to Section 3.01 c) or d) costs more than One Hundred (\$100.00) Dollars;
 - b) Ottawa-Carleton at the request of the Minister removes the PLUS Unit from the Owner's land, stores the PLUS Unit for the Minister and restores the Owner's land pursuant to Section 3.01(e)
- the Minister will pay to Ottawa-Carleton the cost incurred

by it in making such repairs, doing such maintenance, removing and storing the PLUS Unit and restoring the Owner's land.

3. Ottawa-Carleton's Obligations

3.01 Ottawa-Carleton shall:

- a) assist, identify and provide to the Committee a list of applicants for PLUS Units who have completed an application in the form attached as Schedule "B" within 120 days of the execution of this Agreement;
- b) for the PLUS Unit located on land in Nepean
 - (1) collect, on the 1st day of each and every month from each Owner the monthly fee for that PLUS Unit pursuant to Section 3.01 of the Owner's Licence with the Minister;
 - (11) remit the fees collected each month to the Minister by the 15th of that month;
- c) maintain each PLUS Unit located on land in Nepean and any lateral connections from the PLUS Unit to municipal services which would normally be the responsibility of the landowner in a good state of repair;
- d) repair each such PLUS Unit and the said lateral connections on written notice from the Minister;
- e) if a licence has been terminated and the Minister so requests:
 - (1) remove the PLUS Unit from the Owner's land;
 - (11) store the PLUS Unit for the Minister;
 - (111) restore the Owner's land as far as practicable to the same condition in which it was found prior to the installation of the PLUS Unit;
- f) indemnify and save harmless the Minister from and against any and all claims, damages, actions or proceedings and all costs, counsel fees, expenses and liabilities incurred in or about any such claim, action or proceeding, including without limiting the generality of the foregoing all claims for bodily injury or property damage arising out of Ottawa-Carleton's maintenance or repair, failure to maintain or repair or its conduct of any work with regard to any PLUS Unit in Nepean or all or any act or omission of Ottawa-Carleton, its agents, contractors, servants or employees
- g) maintain those records and statistics required by the Minister from time to time;
- h) to provide to the Minister such records, statistics and information concerning applicants as the Minister may

request from time to time;

- i) permit the Minister to inspect and audit all books, documents and records pertaining to the operation, evaluation or administration of the Portable Living Units for Seniors (PLUS) Project;
- j) retain in its possession for not less than seven (7) years all books, documents and records pertaining to the operation, evaluation or administration of the Portable Living Units for Seniors (PLUS) Project.

4. Nepean's Obligations

4.01 Nepean shall:

- a) ascertain whether the land of an applicant which is located in Nepean is zoned to permit location of a PLUS Unit on the land and the occupancy of such PLUS Unit by a qualified applicant;
- b) assist such applicants in obtaining any zoning changes necessary to permit location of a PLUS Unit on their land and the occupancy of such PLUS Units by qualified applicants.

5. Committee

5.01 The parties shall establish a Committee which shall be composed of members who are representatives of and who are appointed by the following:

- a) the Minister;
- b) Ottawa-Carleton;
- c) Nepean;

d) such other members as the Minister and Ottawa-Carleton may agree upon from time to time.

5.02 The Committee shall select from the applicants the Owner.

5.03 The Committee in selecting the Owner shall ensure that each

Owner selected meets the following criteria:

- a) the Owner or his spouse is a child of the Occupant;
- b) the Occupant is disabled or sixty (60) years of age or over;

c) the applicant and Occupant do not at the date of the Licence owe any money to Ontario Housing Corporation.

5.04 The Committee shall:

- a) keep written minutes of its proceedings;
- b) keep an accurate record of all submissions to it concerning the applicant or the Occupant;
- c) enact the rules to govern its meetings at the first meeting;
- d) provide to the Minister any reports, documents or records requested by him;

- e) permit the Minister to inspect and audit all books, documents and records pertaining to the operation, evaluation or administration of the Portable Living Units for Seniors (PLUS) Project.
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Manager, Housing Conservation Unit
Ministry of Housing
777 Bay Street, 2nd floor
Toronto, Ontario
M5G 2E5

to Ottawa-Carleton:

Regional Clerk
Regional Municipality of Ottawa-Carleton
222 Queen Street
Ottawa, Ontario
K1P 5Z3

to Nepean:

City Clerk
City of Nepean
3825 Richmond Road
Nepean, Ontario
K2H 5C2

or to such other address as each may designate in writing and any notice so mailed shall be deemed to have been given four (4) business days after mailing.

8. Headings

- 8.01 The headings in this Agreement are inserted only for

reference and in no way define or limit any of the provisions thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

HER MAJESTY THE QUEEN in right of the Province of Ontario as represented by the Minister of Housing

Per: *L. F. Pitaru*
L. F. Pitaru, P. Eng.
Assistant Deputy Minister
Community Housing

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

Per: _____
Regional Chairman
Clerk _____

THE CORPORATION OF THE CITY OF NEPEAN

Per: _____
Mayor
Clerk _____